

Final Draft

**Interlocal Service Boundary
and Joint Planning
Agreement**

**City of Coleman and Sumter
County**

September 10, 2010

Working Draft August 19, 2010
Interlocal Service Boundary and Joint Planning Agreement
City of Coleman and Sumter County

Table of Contents

	<u>Page</u>
Master Interlocal Service Boundary and Joint Planning Agreement Between the City of Coleman and Sumter County	2
Planning Sub-Agreement	9
Water and Sewer Sub-Agreement.....	14
Roads Sub-Agreement	17
Building Permitting and Inspection Sub-Agreement.....	22
Parks and Recreation Sub-Agreement	24
Fire Service Sub-Agreement.....	27
Library Services Sub-Agreement.....	29
Workforce Housing Sub-Agreement	31
Solid Waste Sub-Agreement.....	33
Stormwater Sub-Agreement.....	35
Geographic Information Systems Sub-Agreement	37
Law Enforcement Sub-Agreement	39
Mosquito Control Sub-Agreement.....	41
Animal Control Sub-Agreement	42
Transit Sub-Agreement.....	44
Economic Development Sub-Agreement.....	46

WORKING DRAFT – AUGUST 19, 2010**MASTER INTERLOCAL SERVICE BOUNDARY
AND JOINT PLANNING AGREEMENT
BETWEEN THE CITY OF COLEMAN AND SUMTER COUNTY**

This Master Interlocal Service Boundary and Joint Planning Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City"), and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and

1 WHEREAS, the extension of the City and County facilities and services are most
2 efficiently provided if the process and timing of long range planning, annexation, and
3 development review processes for the City and County are clearly identified and part of a
4 coordinated countywide planning in advance of the City and County capital planning,
5 commitment, and expenditure; and
6

7 WHEREAS, the agreement of the County to waive its rights to contest future annexations
8 within a defined geographic area, pursuant to the conditions provided herein, and refrain from
9 proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida
10 Statutes, that negates the terms and conditions of this Agreement are a material inducement to
11 the City to enter into this Agreement; and
12

13 WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,
14 and coordination of public services and infrastructure in a manner that is part of a countywide
15 planning effort are a material inducement to the County to enter into this Agreement; and
16

17 WHEREAS, the City Commission and County Commission, after due consideration and
18 deliberation, has determined that the lands included in the Municipal Service Area (MSA)
19 described herein may be necessary to reasonably accommodate urban growth projected in the
20 City, and the City is able to provide the appropriate supporting urban infrastructure during the
21 term of this Agreement; and
22

23 WHEREAS, the City and the County find that the benefits of intergovernmental
24 communications and coordination will accrue to both Parties; and
25

26 WHEREAS, the elected officials of the City and the County have met and negotiated in
27 good faith to resolve issues relating to annexation and joint planning and coordinated provision
28 of public services and infrastructure and wish to memorialize their understanding in this
29 Agreement; and
30

31 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of
32 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).
33

34 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
35 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
36 County agree as follows:
37

- 38 1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into
39 this Agreement as if fully set forth herein.
40
- 41 2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are
42 fully incorporated as if fully set forth herein and address the issues within the City's
43 initiating resolution and the County's responding resolution:
44
 - 45 a. Planning Services
 - 46 b. Water and Sewer Services
 - 47 c. Roads
 - 48 d. Building Services

- e. Parks and Recreation Services
- f. Fire Services
- g. Library Services
- h. Workforce Housing Services
- i. Solid Waste Services
- j. Stormwater Services
- k. Geographic Information Systems
- l. Law Enforcement
- m. Mosquito Control
- n. Animal Control
- o. Transit
- p. Economic Development

3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.
4. Term of Agreement. This Agreement and all attached sub-agreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement and all sub-agreements shall be twenty(20) years from the effective date of the Agreement.
5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, if the Agreement is extended beyond the initial three (3) year period for any length of time up to 20 years from the effective date of this Agreement, then the City and County shall initiate negotiations for the renewal and extension of this Agreement beyond the 20 year term no later than 18 months prior to the termination of the 20 year term.
6. Termination of Agreement. The County or City may terminate this Agreement at anytime upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A Party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.
7. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- 1 a. Notwithstanding the foregoing, in the event that either Party determines in its sole
2 discretion and good faith that it is necessary to file a lawsuit or other formal challenge
3 in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or
4 otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit
5 or challenge may be filed, but upon the filing and any other act necessary to preserve
6 the legal or equitable right or to obtain the temporary injunction, the Parties shall
7 thereafter promptly file a joint motion with the reviewing court or administrative law
8 judge requesting that the case be abated in order to afford the Parties an opportunity
9 to pursue the dispute resolution procedures set forth herein. If the abatement is
10 granted, the Parties shall revert to and pursue the dispute resolution procedures set
11 forth herein.
- 12
- 13 b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then
14 effect the transmittal of a notice of conflict, in the form of a certified letter, to all
15 governmental bodies involved in the dispute at issue. Upon receipt of the notice,
16 which shall specify the areas of disagreement, the Parties agree to conduct a conflict
17 assessment meeting at a reasonable time and place, as mutually agreed upon, within
18 thirty (30) days of receipt of the notice of conflict.
- 19
- 20 c. If discussions between the Parties at the conflict resolution meeting fail to resolve the
21 dispute, within forty (40) days of the receipt of the notice described in subparagraph
22 a, above, the Parties shall conduct mediation in the presence of a neutral third party
23 mediator. If the Parties are unable to agree upon a mediator, the County shall request
24 appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter
25 County, Florida. The mediation contemplated by this Section is intended to be an
26 informal and non-adversarial process with the objective of helping the Parties reach a
27 mutually acceptable and voluntary agreement. The decision-making shall rest solely
28 with the Parties. The mediator shall assist the Parties in identifying issues, fostering
29 joint problem-solving and exploring settlement alternatives.
- 30
- 31 d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the
32 receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental
33 meeting. If the joint intergovernmental meeting does not successfully resolve the
34 issues identified in the notice of conflict, the entities participating in the dispute
35 resolution procedures described herein may avail themselves of any otherwise
36 available rights, including the suspension of abatement of existing actions.
- 37
- 38 e. The Parties agree that this dispute resolution procedure satisfies the requirements of
39 Chapter 164, Florida Statutes.
- 40
- 41 8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action
42 which will result in overlapping, competition, or duplication in the current service
43 delivery arrangements or in the future service delivery strategy described in this
44 Agreement, that Party shall notify the other Parties to this Agreement, in accordance with
45 Florida law. Further, the transfers of any lands, transportation facilities (including
46 roadways), parks, or any other public facilities under the terms of this Agreement shall
47 not be reversed if this Agreement is terminated, except though a separate agreement in
48 writing approved by both Parties.

- 1
2 9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests
3 or gives under this Agreement will be in writing and shall be given only by hand delivery
4 for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery
5 requested. Notices will be delivered or mailed to the addresses set forth below or as
6 either Party may otherwise designate in writing.

7
8 If to the County:

9 Sumter County
10 Attn: County Administrator
11 910 N. Main Street
12 Bushnell, FL 33513

13
14 If to the City:

15 City of Coleman
16 Attn: City Clerk
17 P. O. Box 456
18 Coleman, FL 33521-0456

19
20 Notices, consents, approvals, waivers, and elections will be deemed given when received
21 by they Party for whom intended.
22

- 23 10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no
24 right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any
25 third party. Nothing in this Agreement, either expressed or implied, is intended or shall
26 be construed to confer upon or give any person, corporation or governmental entity other
27 than the Parties any right, remedy or claim under or by reason of this Agreement or any
28 provisions or conditions hereof, and all of the provisions, representations, covenants, and
29 conditions herein contained shall inure to the sole benefit of and shall be binding upon
30 the Parties and their respective representatives, successors and assigns.
- 31 11. Authority. The County and City each represent and warrant to the other its respective
32 authority to enter into this Agreement, acknowledge the validity and enforceability of this
33 Agreement. The County and City hereby represents, warrants and covenants this
34 Agreement constitutes a legal, valid and binding contract enforceable by the Parties in
35 accordance with its terms, and that the enforceability hereof is not subject to any
36 impairment by the applicability of any public policy or police powers.
37
- 38 12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever
39 remedies are available in law or equity, including but not limited to injunctive relief and
40 specific performance.
- 41
42 13. Defense. If this Agreement or any portion hereof is challenged by any judicial,
43 administrative, or appellate proceeding (each Party hereby covenanting with the other
44 Party not to initiate or acquiesce to such challenge or not to appeal any decision
45 invalidating any portion of this Agreement), the Parties collectively and individually
46 agree, at their individual sole cost and expense, to defend in good faith its validity
47 through to a final judicial determination, unless both Parties mutually agree in writing not

1 to defend such challenge or not to appeal any decision invalidating any portion of this
2 Agreement.

3 14. Periodic Review. Each month, during the term of this Agreement, the City Manager or
4 City's designee and County Administrator shall meet to discuss and resolve any issues or
5 concerns related to this Agreement.

6
7 15. Amendments. Amendments may be proffered by either Party at any time. Proposed
8 amendments shall be in writing and must be approved by a majority of the governing
9 boards of each Party or shall be considered not adopted.

10 16. Supremacy. The Parties agree and covenant, having given and received valuable
11 consideration for the promises and commitments made herein, it is their desire, intent and
12 firm agreement to be bound by and observe the terms of this Agreement wherever such
13 terms are more stringent than those subsequently enacted by the Legislature. Should the
14 terms of this Agreement conflict with previous agreements between the Parties, the terms
15 of this Agreement shall control.

16 17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies
17 and constitutes the entire understanding of the Parties with respect to the subject matters
18 addressed herein, and all prior agreements, understandings, representations and
19 statements, oral or written, are superseded by this Agreement.

20 18. Governing Law and Venue. The laws of the State of Florida shall govern this
21 Agreement, and venue for any action to enforce the provisions of this Agreement shall
22 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and
23 venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If
24 circumstances arise which cause a conflict between this paragraph and paragraph 7
25 ("Dispute Resolution") paragraph 7 shall control.

26 19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in
27 any situation in any jurisdiction shall not affect the validity or enforceability of the
28 remaining terms and provision hereof or the validity or enforceability of the offending
29 term or provision in any other situation or in any other jurisdiction.

30
31 20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this
32 Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,

33 21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans.
34 Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of
35 the effective date of this Agreement, shall amend their respective Intergovernmental
36 Coordination Elements of their adopted Comprehensive Plans to establish consistency
37 and compliance with this Agreement.

38 22. Future Charter Governance. The Parties agree that in the event the County pursues
39 implementation of a Charter form of governance, pursuant to Section 125.60, Florida
40 Statutes, that requires a joint planning agreement or similar agreement as a condition for
41 future annexations or to otherwise provide restrictions or conditions on planning, design
42 or regulatory functions and prerogatives currently within the authority of municipalities

1 located in the County, that this Agreement shall constitute full compliance with such a
2 requirement. The County agrees to provide the City with notice and an opportunity to
3 provide Charter language sufficient to accomplish this purpose. During the term of this
4 Agreement, the County shall not propose or adopt any Charter that negates the terms and
5 conditions of this Agreement.
6

- 7 23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008),
8 meetings of the County after final execution of this agreement and all subagreements by
9 all parties, the County shall adopt this agreement by ordinance pursuant to Section
10 125.66, Florida Statutes at or before the next regular meeting.
11

- 12 24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the
13 next regular meeting of the City after final execution of this agreement and all its
14 subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to
15 Section 166.041, Florida Statutes.
16

17 **IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on behalf of
18 the respective party set forth below, pursuant to the authority granted to each of the undersigned
19 in the resolution by which each party approved and adopted this Agreement.
20
21

SIGNATURE PAGE TO BE ADDED

WORKING DRAFT
Planning Services
Service Delivery Sub-Agreement

This Planning Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

1
2 WHEREAS, the City and the County wish to identify lands that are logical candidates for
3 urbanized development, the appropriate land uses and infrastructure needs and provider for such
4 lands, ensure protection of natural resources, and to establish a unified countywide planning
5 organization; and
6

7 WHEREAS, the extension of the City and County facilities and services are most
8 efficiently provided if the process and timing of long range planning and development review
9 processes for the City and County are clearly identified and part of a unified countywide
10 planning organization in advance of the City and County capital planning, commitment, and
11 expenditure.
12

13 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
14 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
15 County agree that a coordinated and unified approach to planning, zoning, and development
16 review will result in development patterns that protect and promote the health and welfare of all
17 of the citizens of Sumter County and agree that a need exists to change said service delivery
18 arrangements in the following manner:
19

20 1. Planning Service Delivery.
21

- 22 a. The County shall serve as the single, unified point of service for planning,
23 zoning, and development review issues throughout unincorporated Sumter
24 County including the City. This service shall be known for purposes of this
25 Agreement as the "Unified Sumter County Planning Service". The Unified
26 Sumter County Planning Service will provide staff support and
27 recommendations to the City's planning or zoning review authority and
28 governing body. The City's governing body shall retain independent approval
29 of planning, zoning, and development review issues as provided by local
30 ordinance and State law.
31
- 32 b. The Unified Sumter County Planning Service will function and be funded as a
33 Sub-division under Sumter County Board of County Commissioners.
34
- 35 c. As needed, certain qualified staff members of City currently responsible for
36 planning, zoning, and development review functions shall be provided the
37 opportunity by the County to become employees of the Unified Sumter
38 County Planning Service. However, the County is not obligated to employ or
39 compensate every staff member of the City whose employment status is
40 affected by the implementation of this Agreement.
41
- 42 d. The County shall be responsible for funding of the staff and operational costs
43 of the Unified Sumter County Planning Service.
44
- 45 e. The County and City shall be independently responsible for costs related to
46 studies for Community Redevelopment Agencies (CRA) or other special
47 districts. If the parties hereto mutually determine that the cost of these studies
48 must be shared amongst the affected jurisdictions, then a separate joint

1 funding agreement is required to be approved by the governing boards of the
2 participating jurisdictions.

- 3
4 2. Unified County-City Comprehensive Plan. The County and City agree to prepare and
5 adopt a unified Sumter County Comprehensive Plan, consistent with Chapter 163, Part
6 II, Florida Statutes. This unified Sumter County Comprehensive Plan shall serve as
7 the comprehensive plan required for each jurisdiction pursuant to Chapter 163, Part
8 II, Florida Statutes. Preparation and adoption of the unified Sumter County
9 Comprehensive Plan shall occur as part of the Evaluation and Appraisal Report
10 (EAR) process (Section 163.3191, Florida Statutes) for Sumter County. Sumter
11 County's EAR is due to the Florida Department of Community Affairs by January 1,
12 2010, and the related amendments to the Comprehensive Plan by February 2011.

13
14 3. Municipal Service Area.

- 15
16 a. The Municipal Service Area (MSA) is defined as the area outside of the City's
17 boundary that constitutes a logical area for urbanized development and serves
18 as the Joint Planning Area (JPA), as more specifically defined in Section
19 171.202(11) and Section 163.3171, Florida Statutes;
20
21 b. The City shall demonstrate that public services are readily available or
22 planned to be provided within a reasonable timeframe within the MSA;
23
24 c. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes,
25 the County and City shall, at their earliest convenience, incorporate the
26 boundaries of the MSA into the Future Land Use Maps of their respective
27 Comprehensive Plans or of the Unified Comprehensive Plan, if the Unified
28 Comprehensive Plan is adopted;
29
30 d. The County and City shall transmit their respective Comprehensive Plan
31 amendments as soon as possible to assure compliance with any applicable
32 requirement of Chapters 163 and 171, Florida Statutes. The City and County
33 further agree that if approval of the Comprehensive Plan amendments by the
34 Florida Department of Community Affairs exceeds any applicable time
35 frames required by Statute for such approval, that this Agreement will remain
36 in full force and effect and the Parties will continue to work together to seek
37 approval of the required amendments; and
38
39 e. The MSA is shown on Map 1. **(TO BE DEVELOPED)**

- 40
41 4. Global Changes to MSA Boundary. Global changes to the MSA boundary shall be
42 by amendment to the Comprehensive Plans of the County and City or Unified
43 Comprehensive Plan, if the Unified Comprehensive Plan is adopted, and shall, not be
44 effective unless jointly approved by both the County and City or determined through
45 dispute resolution.
46
47
48

1 5. Future Land Use Pattern.

2
3 a. The City and County agree to the generalized future land use pattern for the
4 MSA shown on Map 2 (**TO BE DEVELOPED**). The City and County shall
5 amend their respective Comprehensive Plan's or Unified Comprehensive
6 Plan, if the Unified Comprehensive Plan is adopted, future land use maps to
7 reflect the agreed future land use pattern. The County shall prepare the
8 required amendments for the City and County through the Unified Sumter
9 County Planning Service. If the Florida Department of Community Affairs
10 fails to approve the amendments, this Agreement will remain in full force and
11 effect and the Parties will continue to work together to determine the proper
12 future land uses and obtain approval by the Florida Department of Community
13 Affairs.

14
15 b. The County and City agree to utilize the results of the County's 2008
16 countywide visioning process to provide a general framework for
17 development of the generalized future land use pattern.

18
19 6. Annexation within the MSA. Within the MSA, the City may annex property that is
20 not contiguous, creates enclaves, or creates pockets with the understanding that the
21 property proposed for annexation must meet the following criteria:

22
23 a. Consistent with the prerequisites to annexation and consent requirements for
24 annexation in Section 171.204 and Section 171.205, Florida Statutes;

25
26 b. Utilities are available or scheduled to be provided to the property within five
27 (5) years;

28
29 c. A road directly impacted by the annexation, meaning such road directly abuts
30 the property or otherwise provides significant service to the property, meets
31 concurrency or concurrency deficiencies are mitigated through a binding
32 agreement;

33
34 d. All other municipal services are available to the site; and

35
36 e. City has adopted the MSA as part of its Comprehensive Plan, as required by
37 Section 171.203(11), Florida Statutes.

38
39 7. Minor Amendments to MSA Boundary. The MSA may be expanded to include one
40 specific property for annexation following joint approval by the City and County.
41 Approval shall not be unreasonable withheld if the property meets the criteria for
42 annexation within the MSA and there is no increase in density or intensity of
43 development. If there is an impasse, the City and County will resolve through the
44 dispute resolution process.

8. Determination of Properties Partially in the MSA.

- a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;
- b. If less than 50% of the area of the property to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement; and
- c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA.

End of Planning Service Sub-Agreement

WORKING DRAFT
Water and Sewer Services
Delivery Sub-Agreement

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water and sewer services within the city and in surrounding unincorporated areas; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.
- b. The Utility Service Area (USA) is the area within which the City provides water,

wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes.

- c. The County will facilitate discussion with each city in Sumter County to create a USA for each city. The USA will be established pursuant to and comply with the requirements of Chapter 180, Florida Statutes.
- d. The City's USA shall include all areas in the USA it has currently approved and established through Chapter 180, Florida Statutes, and any area approved by the County and City pursuant to this Agreement.

2. Right of First Refusal.

- a. The County shall require new development within the USA, which requires central water and/or sewer services, to connect, if available, to the City's water and/or sewer system.
- b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.
- c. If the city in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal.
- d. If no city can serve the project, the developer may construct a system approved by the city in whose USA they are located; and if agreed upon by the city and developer, turn the system over to that city.

3. Portion of Property in USA.

- a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then the property shall be treated as if it were all within the USA for purposes of this Agreement.
- b. If less than 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then it shall be treated as outside of the USA for purposes of this Agreement.

4. Abstention from County Public Water/Wastewater System The County shall abstain from the development and operation of public water and sewer services within the USA except in the following circumstances:

- a. Failure of a private or municipal public water and/or sewer provider or the failure of a homeowner's association to provide for the service to its customers;
- b. Failure of or obsolete private wells or septic tanks in an area that would result in a significant negative impact to public health or environmental resources; and
- c. The City shall have the right of first refusal to provide the services to the failed

1 water and/or sewer system or areas with failed or obsolete private wells or septic
2 tanks.

3
4 5. Fire Hydrants.

- 5
6 a. The City shall install fire hydrants when constructing new water lines of six (6)
7 inches or more in diameter; and
8
9 b. The fire hydrants shall be spaced in a manner that will reasonably achieve the
10 goals of the County and City. The City shall space the fire hydrants no further
11 than 1,200 feet apart.
12
13 c. The city shall obtain, purchase or otherwise construct all fire hydrants within the
14 boundaries of the City or the boundaries of the USA, as well as any fire hydrant
15 that is pressurized by water provided by City utilities. Sumter County Fire
16 Rescue will perform its own fire flow tests and perform minor fire hydrant
17 maintenance, limited to oiling, greasing, and painting. Sumter County Fire
18 Rescue will provide proper street marking for the fire hydrants. The City shall
19 perform major repairs of the fire hydrants. The City shall be responsible for any
20 maintenance of fire hydrants not categorized as "minor" herein.

21
22
23 **End of Water and Sewer Service Sub-Agreement**

WORKING DRAFT
Roads
Service Delivery Sub-Agreement

This Roads Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree

that a coordinated approach to road services will result in better and more efficiently maintained roads for all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. Sumter County shall retain all roads designated as "Regionally Significant" by the Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal Service Area (MSA);
- b. Roads designated as "Emerging Regionally Significant" by the LSMPO as indicated on the attached Map "3" will be maintained by the County for up to three (3) years after the City annexes 51% of the linear footage of the road in order to allow time for full consideration of the road to transition its classification to a "Regionally Significant" road. If the road is not classified as "Regionally Significant" after this three (3) year period, then the road shall be transferred to the jurisdiction and maintenance responsibility of the City. However, if at any time prior to or after the three (3) year period the road becomes classified as "Regionally Significant" by the LSMPO the County shall maintain, if prior to the three (3) year period, or be transferred, if after the (3) year period, jurisdiction and maintenance responsibility for the road;
- c. On October 1 2010, all non-"Regionally Significant" County roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility upon the occurrence of the following condition: At least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City boundary;
- d. All non-"Regionally Significant" County roads within the MSA shall become roads under the City's jurisdiction and maintenance responsibility by segment upon annexation of at least fifty-one percent (51%) of an agreeable segment;
- e. Road segment for purposes of this agreement shall mean the portion of a non-regionally significant road between two major intersecting roads. Major intersecting roads shall be those roads as identified on Map "3" and any other road which is not now designated.
- f. The 51% is calculated based on the frontage of annexed parcels on each side of the road segment between two major intersecting roads; and
- g. Once 51% or more of a segment is annexed, the entire road segment between the two major intersecting roads will be deemed annexed into the City and under the City's jurisdiction, and ownership and the City will be fully responsible for all maintenance and other responsibilities of the road;
- h. Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement shall remain in

full force and effect except in the case of a conflict with this Agreement, in which case the terms of this Agreement shall prevail; and,

- i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall be governed by the law enforcement subagreement. The ownership of the road shall mean that the party owning the road is responsible for maintenance, upgrades, ownership of the right of way and all of the other rights and responsibilities related to the roads other than those which fall within the purview of law enforcement.

2. Level of Service. Within the MSA, the City and County will establish the following Level of Service Standards (LOS):

Interstate, Limited Access Parkways	C
Principal Arterials	D
Minor Arterials	D
Major and Minor Collectors	D
Local Streets	D

If an LOS standard is to be established below what is stated, both City and County must approve the change.

For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive Program (TRIP) Funded roadways, the LOS shall be established by the Florida Department of Transportation (FDOT).

3. Planning for Roads.

- a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan. The County shall assure the City has the opportunity to participate in the development of the LSMPO 2035 Long Range Transportation Plan;
- b. Within the MSA, the County and City will work together on the design of roads;
- c. The City and County agree to create a multi-modal transportation master plan with the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian trails/sidewalks, bicycle trails, etc.;
- d. The City and County agree to maintain a Unified Concurrency Management System (CMS) through the LSMPO. The City and County agree to update the system when applicable including de-minimus trips. The City and County agree to share the cost of this system based upon the most recent University of Florida Bureau of Economic and Business Research (BEBR) population percentages; and
- e. The City and County agree to update the CMS with yearly traffic counts.

4. Review of Development within the MSA.

- a. Within the MSA, the City and County agree to contract with the LSMPO to review all traffic impact studies for development meeting a mutually acceptable threshold; and
- b. Within the MSA, the City and County agree to enter into Proportionate Share Agreements or other similar agreements, for development meeting a mutually acceptable threshold, with the City, County, developer, and other impacted jurisdictions to establish required traffic mitigation and responsibility for mitigation.

5. Funding.

- a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the County wishes to extend the MSTU into the City, it must obtain the agreement of the City Commission. The City may request that the County establish a MSTU in areas of the City and County to provide funding for improvements to interjurisdictional roads. If the City requests the establishment of MSTU, then the City shall fund and complete the necessary studies and analysis to establish MSTU. If a MSTU is pursued by the County, then the County shall fund the costs of the necessary studies and analysis to establish the countywide MSTU. If the County and City jointly pursue a MSTU, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to establish the joint MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR;
- b. The City may establish a special assessment within the City limits to fund improvements of City roads as long as the City meets all of the requirements of Chapter 170, Florida Statutes.
- c. The County shall collect 100% of the applicable County road impact fees within all areas of the City, to mitigate for impacts to County and State roadways; and
- d. Within the City limits, the City may also enact additional road impact fees that do not duplicate the County's road impact fee; and
- e. City and County will work together on funding sources for capital improvements relative to transportation within the MSA.

6. Maintenance.

- a. "Regionally Significant" roads within the MSA: The City and County may enter into maintenance agreements for certain segments of "Regionally Significant" roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance subjugated to the City through a maintenance agreement. These maintenance agreements shall include, but not be limited to:

- i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees, special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement or edge of curb and within medians;
 - ii. Jurisdiction for all stormwater drainage and retention systems associated with the "Regionally Significant" road systems; and
 - iii. The cost of maintenance shall be negotiated between the parties on an annual basis as part of the budgetary process.
 - b. The County will be responsible for all stormwater drainage retention systems associated with "Regionally Significant" roads. If the City agrees to mow these areas, the City will be justly compensated; and
 - c. All non-"Regionally Significant" whose jurisdiction is transferred to the City under the terms of this agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement.
7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting representatives on the LSMPO Governing Board, then the County shall ask that one of the voting members be an annually rotating Sumter County municipality. Once a municipality joins the LSMPO Board as an independent voting member, then they will not be eligible to participate on the rotation.

End of Roads Sub-Agreement

WORKING DRAFT
Building Permitting and Inspection
Service Delivery Sub-Agreement

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is minimal coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote the safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit

1 application processing, building permit plan review, building inspections, and
2 code enforcement. The Sumter County Building Official shall serve as the
3 Building Official for the City. The building permit processing, review, inspection
4 services, and code enforcement shall be provided consistent with the City's local
5 ordinances and State law.

6
7 b. The Consolidated County/City Building Services will function and be funded as a
8 Sub-division under Sumter County Board of County Commissioners.

9
10 c. The County shall be responsible for funding of the staff and operational costs of
11 the Consolidated County/City Building Services. Funding for the Consolidated
12 County/City Building Services shall be generated from fees collected for building
13 permit applications, reviews, and inspections within unincorporated Sumter
14 County and the City. Fees collected for building permits, reviews, and
15 inspections within the City shall be based on the City's fee schedule in effect on
16 May 5, 2008. Each month, the County shall return to the City 20% of fees
17 collected for building permit applications, reviews, and inspections for properties
18 within the City.

19
20 d. The County and City agree to prepare and adopt unified operational procedures
21 for building permit processing, review, and inspections to assure a high level of
22 service to customers without undue delay.

23
24 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the
25 County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida
26 Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire Prevention
27 Code in providing all fire prevention/safety inspections and complete all fire building
28 plans reviews within the City and unincorporated areas.

29
30
31 **End of Building Services Sub-Agreement**

WORKING DRAFT
Parks and Recreation
Service Delivery Sub-Agreement

This Parks and Recreation Service Delivery Sub-Agreement is made and entered into this XXX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Sumter County who wishes to take advantage of those opportunities; and

WHEREAS, the County and City recognize the most efficient approach to provide parks and recreation services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to parks and recreation services will protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1 1. Service Delivery Agreement.

- 2
- 3 a. The County shall provide regional passive park and recreational facilities and/or
- 4 programs for all citizens of Sumter County. Regional passive park and
- 5 recreational facilities and/or programs are parks that are 40 acres or larger and
- 6 include natural areas, trails, boat launches, picnicking, camping, nature study, and
- 7 other primary uses and activities that are based on the natural features of the park.
- 8
- 9 b. The County shall abstain from the development or funding of active park or
- 10 recreational facilities and/or programs except those funded via a municipal service
- 11 benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU)
- 12 or other funding source approved by the voters of Sumter County (i.e. general
- 13 obligation bonds). Active park and recreational facilities include baseball/softball
- 14 fields, soccer fields, football fields, basketball courts, and other park or
- 15 recreational facilities that are developed for primary uses other than open space
- 16 and related activities based on the natural features of the park.
- 17
- 18 c. The City shall take ownership, by quit claim deed, of any County park that does
- 19 not meet the definition of a regional passive park, as defined above, upon the
- 20 annexation of a parcel adjacent to the County park. Quit claim deeds to all non-
- 21 passive parks currently eligible for transfer shall be executed by the County on or
- 22 about October 1, 2010.
- 23

24 2. Funding.

- 25
- 26 a. The City shall maintain the ability to implement fee rates for park and recreation
- 27 facilities and programs that differentiate between residents and non-residents of
- 28 the City.
- 29
- 30 b. The City shall maintain sole authority and funding responsibility of all parks and
- 31 recreational facilities within its City limits or transferred to City's ownership
- 32 under this agreement.
- 33
- 34 c. The County shall not provide funding to the City for parks and recreational
- 35 facilities and programs in the City unless the funding is provided through a
- 36 MSBU or MSTU or other dedicated funding source approved by the voters of
- 37 Sumter County (i.e. general obligation bonds).
- 38
- 39 d. The City may request the County to establish a MSBU or MSTU for parks and
- 40 recreation. If the City requests the establishment of a MSBU or MSTU, then the
- 41 City shall fund and complete the necessary studies and analysis to establish the
- 42 MSBU and MSTU.
- 43
- 44 e. If a countywide MSBU or MSTU is pursued by the County, then the City shall
- 45 fund their proportionate share of the costs of the necessary studies and analysis to
- 46 establish the countywide MSBU and MSTU. The proportionate share shall be
- 47 based on the percentage of the City's population compared to the total countywide
- 48 population using the most recent population estimated by BEBR.

- 1
2 3. Staff Support. Qualified staff members of the County currently responsible for
3 County park support services for parks to be transferred to the City may, at the sole
4 discretion of the City, be provided the opportunity by the City to become employees
5 of the City upon the transfer of the parks to the City.
6
7

End of Parks Services Sub-Agreement

DRAFT

WORKING DRAFT
Fire Service
Delivery Sub-Agreement

This Fire Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

- 1
2 1. Service Delivery Agreement. The County shall continue to serve as the single,
3 unified point of service for fire prevention and suppression and non-transport
4 emergency medical service through the Sumter County Fire District.
5
- 6 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),
7 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,
8 Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire
9 Prevention Code in providing all fire prevention/safety inspections and complete all
10 fire building plans reviews within the City and unincorporated areas.
11

12 **End of Fire Services Sub-Agreement**

WORKING DRAFT
Libraries Service
Delivery Sub-Agreement

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and the City provides library services in the city; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. On October 1, 2010, the County shall assume library services for the City, and the County shall serve as the single, unified point of service for libraries in

unincorporated areas of the county and within the City;

- b. No later than 90 days prior to October 1, 2010, the City shall provide the County an inventory of all land, buildings, equipment, fixtures, and furniture to be transferred at no cost to the County. The County shall review the inventory and reserves the right to accept or decline any or all of the items on the inventory or request additional items not included in the inventory for transfer; and
- c. The City shall transfer at no cost to the County all land, buildings, books, periodicals, other media, equipment, fixtures, and furniture necessary to operate the library to the County or the City shall provide a no cost lease (County will be responsible for maintenance of the interior of the building only) to the County of its existing public library for the duration library services are consolidated with the County with the transfer at no cost to the County all books, periodicals, other media, equipment, and furniture necessary to operate the library.

2. Level of Service.

- a. The County will continue to have an established goal to attain state level of service standards for library services; and
- b. The County will continue to provide public library services from a building structure within the jurisdictional limits of the City of Coleman.
- c. Library services shall also mean computer access and shall include copiers, computers, and other multi-media amenities.

End of Library Services Sub-Agreement

WORKING DRAFT
Workforce Housing
Service Delivery Sub-Agreement

This Workforce Housing Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County provides funding for workforce housing through grants from the Federal Housing and Urban Development Agency (Section 8 and Community Development Block Grant), Florida Department of Community Affairs, Florida Housing Finance Corporation (State Housing Initiatives Partnerships), and County's General Fund. This funding is applied in both unincorporated and incorporated areas of the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such workforce housing services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as workforce housing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to workforce housing services will result in a more efficient and effective method of service and promote the adequate housing opportunities for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1
2 1. Service Delivery Agreement.
3

- 4 a. The County shall serve as the single, unified point of service for workforce
5 housing services in unincorporated areas of the county and within the City.
6
7 b. The County shall provide the staffing and resources for promoting and facilitating
8 the provision of workforce housing.
9
10 c. The workforce housing services shall be provided consistent with the County's
11 and City's local ordinances and State and Federal law.
12
13 d. Funding for the Consolidated County/City Workforce Housing Services shall be
14 generated from state and federal grants and County general fund. This does not
15 preclude the use of other funding sources that may be implemented by the
16 County, City, and state or federal governments for workforce housing in the
17 future.
18

19 2. Workforce Housing Definition. The definition of "workforce housing" shall be based
20 on State Housing Initiatives Program (SHIP) income guidelines.
21

22 3. Mitigation. The County or City will not unreasonably withhold development
23 approval based on the provision or mitigation of affordable housing by a developer.
24

25 4. Strategy. The County and City agree to prepare a unified strategy to promote
26 workforce housing.
27

28 **End of Workforce Housing Services Sub-Agreement**

WORKING DRAFT
Solid Waste Collection and Disposal
Delivery Sub-Agreement

This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is required by Florida Statutes to provide a point of collection and disposal of solid waste for all of Sumter County; and

WHEREAS, the County provides a point of collection and disposal for solid waste for the City at the County's existing solid waste facility; and

WHEREAS, the City does not provide any solid waste collection or disposal services; and

WHEREAS, the County and City recognize the most efficient approach to provide solid waste collection and disposal services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as solid waste collection and disposal services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as solid waste collection and disposal services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to solid waste collection and disposal services result in a more efficient and effective method of service and promotes the health and welfare for

1 all of the citizens of Sumter County and agree a need exists to continue said service delivery
2 arrangements in the following manner:

3
4 1. Service Delivery Agreement.

- 5
6 a. The County shall continue to provide a solid waste drop off location to the
7 citizens of the City of Coleman at the County's solid waste facility and at any
8 future facilities developed by the County.

- 9
10 2. Fees. The County shall continue to fund the solid waste collection and disposal
11 services as it deems is in the best interest of Sumter County.

12
13 **End of Solid Waste Services Sub-Agreement**

WORKING DRAFT
Stormwater Management
Service Delivery Sub-Agreement

This Stormwater Management Service Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

1 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida
2 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida
3 Statutes, recognizes the use of interlocal service boundary agreements and joint planning
4 agreements as a means to coordinate public services such as stormwater management.
5

6 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
7 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
8 County agree a coordinated and unified approach to stormwater management results in a more
9 efficient and effective method of service and promotes the health and welfare for all of the
10 citizens of Sumter County and agree a need exists to implement said service delivery
11 arrangements in the following manner:
12

13 1. Service Delivery Agreement.
14

- 15 a. At such time when the City triggers the need for compliance with NPDES
16 regulations, the County shall provide oversight and management of the City's
17 compliance with the NPDES regulations.
18
- 19 b. The City shall be responsible for the capital and maintenance costs related to the
20 infrastructure for compliance with NPDES regulations. However, for
21 infrastructure that provides benefits for property outside of the city limits, the
22 County and City shall prepare a separate funding agreement to share in the cost
23 and maintenance of the mutually benefiting infrastructure.
24
- 25 c. The County shall provide development review services related to stormwater
26 systems for development projects within the City.
27
- 28 d. The County and City shall include stormwater management coordination within
29 the separate Road Service Delivery Agreement.
30

31 2. Drainage Basin Studies. The County shall include the City as a participant in the
32 drainage basin studies with SWFWMD for those drainage basins that directly impact the
33 City.
34

35 3. Stormwater Design within the MSA. The County shall require development within
36 unincorporated areas of the County within the defined Municipal Service Area (MSA) to
37 coordinate their stormwater management design and facilities with the City's stormwater
38 master planning efforts.
39

40
41 **End of Stormwater Services Sub-Agreement**

WORKING DRAFT
Geographic Information Systems
Service Delivery Sub-Agreement

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information.

1 b. The County shall provide GIS mapping services to the City.

2
3 c. If desired, the City shall be responsible for any/all physical connectivity to the
4 County GIS in a manner acceptable to the County.

5
6 2. GIS Data Updates. The City and County shall send GIS data updates to each other, or
7 any other agency requesting the data, on the first of every month or as requested.
8 Updates shall be provided through the posting of the data to the County's ftp site or in
9 another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.

10
11 3. 911 Addressing. The County shall be responsible for all 911 addressing within the
12 City.

13
14 **End of GIS Services Sub-Agreement**

WORKING DRAFT
Law Enforcement
Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this XX day of XXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the City provides funding for law enforcement services for the City of Coleman Police Department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a consolidated approach; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a consolidated approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County through the Sumter County Sheriff's Office will be the sole law enforcement agency within the incorporated boundaries of the City.

2. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.
3. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City.

End of Law Enforcement Services Sub-Agreement

WORKING DRAFT
Mosquito Control
Service Delivery Sub-Agreement

This Mosquito Control Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

WHEREAS, mosquito overpopulation is a threat to public health, safety and welfare; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

End of Mosquito Control Services Sub-Agreement

WORKING DRAFT
Animal Control
Service Delivery Sub-Agreement

This Animal Control Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, untended domesticated pets such as dogs or cats, and untended domesticated livestock such as cattle provide a public safety and health; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to animal control will protect and promote the health and safety of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide animal control service to the areas in and abutting the incorporated boundaries of the City in the same manner that it does in the unincorporated areas of Sumter County, consistent with normal animal control practices, and consistent with all applicable state and federal regulations and the and the applicable provisions of the Sumter County Code.

1
2

End of Animal Services Sub-Agreement

DRAFT

WORKING DRAFT
Transit
Service Delivery Sub-Agreement

This Transit Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010 and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides transit services countywide; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as transit services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a unified approach to transit services will result in a more efficient and cost effective method of service to all of the citizens of Sumter County and agree a need exists to maintain said service delivery in the following consolidated manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single unified point of service for transit services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Transit Services". The Consolidated County/City Transit Services shall provide the staffing and resources for all transit operations.
- b. The Consolidated County/City Transit Services will function and be funded as a subdivision under the Sumter County Board of County Commissioners.

- 1 c. The County shall be responsible for funding of the staff and operational costs of
2 the Consolidated County/City Transit Services. All funding for the Consolidated
3 County/City Transit Services shall be generated from fare box receipts, grants,
4 contracts, and other fees for services for transit purposes.
- 5 d. The County and City agree to prepare and adopt a unified transit plan by 2014
6 with support from the Lake-Sumter Metropolitan Planning Organization.
- 7 e. The County will coordinate with the City for future bus stops in the City serviced
8 by rapid transit and fixed bus routes in order to meet both the City and
9 Unincorporated Area transit needs.
- 10 f. The City will provide non-monetary support for grant applications for transit that
11 may be necessary.

12
13
14 **End of Transit Services Sub-Agreement**

WORKING DRAFT
Economic Development
Service Delivery Sub-Agreement

This Economic Development Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2010, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, economic development should be a countywide focus for marketing, recruiting, and providing consulting assistance to existing and new businesses; and

WHEREAS, the cities of Sumter County should focus their efforts of economic development on their utility and infrastructure to support the expansion of existing and the location of new businesses and industry; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to economic development will promote and guide the development of existing and new businesses to the benefit of all of the citizens of Sumter County, and therefore state:

1 1. Service Delivery Agreement.

- 2
3 (1) The County shall, in a manner and volume of its sole discretion, based on
4 analysis of what strategy will result in the best results for both the City and the
5 County as a whole, provide the economic development marketing and consultation
6 services to existing and new businesses in the effort to retain and promote the growth
7 of jobs within Sumter County and its municipalities. Sumter County may provide
8 such marketing and consultation through utilization of independent third party
9 contractors already under contract with the County, or through other governmental or
10 private sector relationships at its disposal, or through whatever other means the
11 aforementioned analysis determines will be most effective.

12 2. Costs.

13
14 Sumter County will bear all costs of such economic development and marketing
15 consultation services and the City shall not incur costs for such services.
16

17 3. Input from City

18
19 County shall consider input from the City in determining what strategy will result
20 in best results for both the City and the County as a whole.
21

- 22 4. If the City at any time determines it is in the best interest of the City to obtain
23 additional consultation services for specific projects, it shall coordinate with
24 Sumter County.
25

26 **End of Economic Development Services Sub-Agreement**
27
28
29